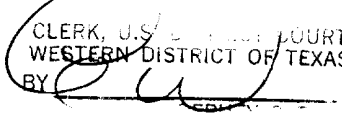


IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

FILED

OCT 15 1999

CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY 

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
Plaintiff, )

v. )

LUX BAKERY, INC., )  
Defendant. )

Civil Action No. SA98CA0768HG

**CONSENT DECREE**

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Lux Bakery, Inc., ("Lux"). This Consent Decree resolves the above-referenced Civil Action No. SA98CA0768HG. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The Complaint was filed to correct alleged unlawful employment practices on the basis of sex (female) and to provide appropriate relief to Jeanette Eslora and a class of females, who were adversely affected by such practices. The Commission alleges that Jeanette Eslora, a woman, and a class of females were sexually harassed while employed by Lux and that the sexual harassment made the conditions of their employment so intolerable, they were forced to resign their positions.

22.

Defendant Lux Bakery, Inc. has denied jurisdiction, the matter of the class and all liability in this case.

The EEOC and Lux wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Decree.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of the action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint states claims on behalf of Jeanette Eslora and a class of females, which, if proved, would authorize this Court to grant relief against Lux, pursuant to Title VII.

2. This Decree resolves all issues raised in EEOC's complaint in this case. EEOC waives further litigation of all issues raised in the above-referenced complaint. EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Defendant Lux. There are no other charges pending against Defendant Lux as of the date the parties sign this consent decree no other charges as of September 1, 1999.

3. The duration of this Decree shall be two years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any

violation of the Consent Decree by Defendant or its agents or assigns shall toll the running of this three-year period as of the date of the violation. If the Court subsequently determines this Decree was violated, the three-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Decree was not violated, the three-year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Lux, in settlement of this dispute, shall pay a total of \$14,000.00 (Fourteen Thousand and no/100 Dollars) to the class members, in the amount and on or before the date set out by their name. The payments shall be made by certified check. Each such payment shall be mailed directly to each class member at the following addresses:

- |    |  |   |
|----|--|---|
| 1. | Jeannette Eslora<br>8710 Datapoint, Apt. #6501<br>San Antonio, Texas 78229 | <u>\$3,500.00 to be paid on or<br/>before 11/1/99</u><br><u>\$3,500.00 to be paid on or<br/>before 7/1/2000</u> |
| 2. | Ruth Vanessa Valadez<br>1453 Keats<br>San Antonio, Texas 78211             | <u>\$3,250.00 to be paid on or<br/>before 11/1/99</u><br><u>\$3,250.00 to be paid on or<br/>before 7/1/2000</u> |
| 3. | Rosemary Hernandez<br>3346 Roselawn Apt. 1002<br>San Antonio, Texas 78226  | <u>\$250.00 to be paid on or<br/>before 11/1/99</u><br><u>\$250.00 to be paid on or<br/>before 7/1/2000</u>     |

A copy of the checks and accompanying transmittal papers shall be contemporaneously forwarded to Robert B. Harwin, Regional Attorney, Equal Employment Opportunity Commission, Mockingbird

Plaza II, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

5. Defendant Lux, its agents, officers, employees, servants, successors, and assigns, are enjoined, during the term of this Decree, from discriminating against any employee on the basis of sex, and from engaging in any other act or practice which has the purpose or effect of unlawfully discriminating against any past, present, or future employee on the basis of sex. The conduct enjoined includes sexual harassment.

6. Defendant Lux, its agents, officers, employees, servants, successors, and assigns, shall provide its employees with a place of employment free of discrimination on the basis of sex, and any other form of discrimination made unlawful by Title VII.

7. Defendant Lux, its agents, officers, employees, servants, successors, and assigns, shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit A, which is attached to this Decree. A copy of Exhibit A shall be posted at Defendant's San Antonio, Texas facility on all employee bulletin boards and other areas where employees are likely to congregate. The notices shall be posted within 10 days of the filing date of this Decree and shall remain posted for the duration of the Decree.

8. To further the ends of this Consent Decree, within 90 days of the date of entry of this Decree, all supervisory and

managerial employees shall participate in EEO training, which includes anti-sexual harassment training, of not less than four hours. This training shall explain the law relating to sexual discrimination, including sexual harassment. Within 30 days prior to the date scheduled for this training, Lux shall furnish to the EEOC a written report describing the sexual discrimination training to be attended by the employees referred to in this paragraph, identifying the instructor(s) and describing his/her/their qualifications to conduct such training, and the EEOC shall have the right to approve the training and/or the instructor(s).

9. The EEOC shall have the right to ensure compliance with the terms of this Decree and may: (a) conduct inspections of Defendant Lux's facility; (b) interview employees; and (c) examine and copy relevant documents at any time.

10. The terms of this Decree shall be binding upon the EEOC and Defendant Lux, its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

11. Each party shall bear its own costs, including attorney's fees, incurred in this action.

12. The parties agree that there is no prevailing party in this action or proceeding.

The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED.

Signed this 15<sup>th</sup> day of October, 1999.



H. F. GARCIA  
United States District Judge

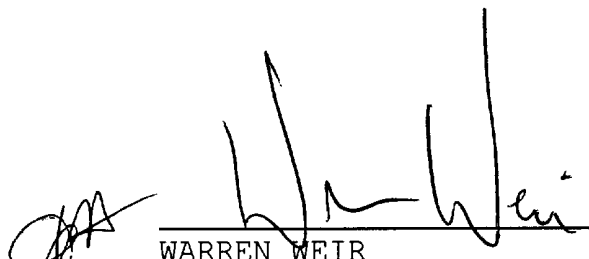
Respectfully Submitted,

C. GREGORY STEWART  
General Counsel Designate

GWENDOLYN YOUNG REAMS  
Associate General Counsel



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Regional Attorney  
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(210) 223-9464 (Fax)

ATTORNEY FOR DEFENDANT



LINDA GUTIERREZ  
Trial Attorney  
Texas State Bar No. 08642750

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
San Antonio District Office  
5410 Fredericksburg Road  
Suite 200  
San Antonio, Texas 78229-3555  
(210) 281-7679  
(210) 281-7669 (Fax)

ATTORNEYS FOR PLAINTIFF

**NOTICE TO ALL EMPLOYEES**

LUX BAKERY, INC. IS FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, OR THEIR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT. LUX BAKERY, INC. WILL SPECIFICALLY NOT TOLERATE SEXUAL HARASSMENT OF ITS EMPLOYEES.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR SEX OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

**EXHIBIT "A"**